

Storage Agreement

National Storage (Operations) Pty Ltd

ABN 65 095 053 179 - Trading as National Storage

Agreement number: 34343

Centre: National Storage - Noosa

Date of Agreement: 15/Jan/2024



CUSTOMER INFORMATION

First Name: Igar

Surname: Tarasyuk

Address: 36/19 Shine Court

Suburb: Birtinya

State: QLD

Postcode: 4575

Email Address: igar.tarasyuk@gmail.com

Phone Number: 0439 368 316

STORAGE DETAILS

Unit Number: 625

Minimum Storage Period: One month

Move-in Date: 15/Jan/2024

Your Monthly Storage Fee: \$156.00

Insurance Coverage: to be arranged in accordance with clause 6.8

YOUR AUTOPAY AUTHORITY

☒ Recurring payments.

You have authorised National Storage to debit the bank card you entered as part of the booking process. You agree that the Operator may debit your monthly Storage Fees and any additional charges in accordance with this Storage Agreement and the AutoPay and Direct Debit Terms and Conditions ("ADDTC"), a copy of which can be found here <https://nationalstorage.com.au/direct-debit-terms-conditions/>

This authorisation is to remain in force in accordance with the terms described in the ADDTC.

You acknowledge that any card issued to you in renewal or replacement of your existing card will be part of this authorisation.

You acknowledge that any return unpaid transactions and any applicable fee (plus GST) will be added to your account.

The ADDTC contains contact details with National Storage in the event you need to make a change to your payment arrangements.

ACKNOWLEDGEMENTS

You have consented to:

☒ being contacted by National Storage with respect to insurance for your storage

☒ the Storage Agreement terms and conditions as attached to this Agreement.

☒ receiving all correspondence from the Operator by email and agree that no Notices or correspondence will be sent by traditional mail. You agree that it is your responsibility to update email details as required.

☒ receiving marketing correspondence from the Operator by way of email or SMS.

TERMS AND CONDITIONS

1. INTERPRETATION in these conditions:

"Agreement" means this storage agreement including any cover pages containing your details and payment details, any schedules, these storage terms and conditions and any other document or materials it specifies form part of it.

"Associates" means Your agent, Your Emergency Contact Person or any third party who (a) who enters Your Space (or the Premises) at Your request or direction; and/or (b) whose entry into Your Space or the Premises was allowed or facilitated by any of Your acts or omissions, including the provision of a key, access card, codes or Bluetooth enabled device.

"AutoPay" means the automatic, recurring payment of the Storage Fee which the Operator will charge to Your nominated debit or credit card on the Monthly Payment Date.

"Direct Debit" means an automatic, recurring payment of the Storage Fee which the Operator will charge to Your nominated bank account on the Monthly Payment Date.

"Minimum Storage Period" means one month commencing on the Move in Date.

"Monthly Payment Date" means the monthly anniversary of the Move in Date.

"Move in Date" means the move in date specified on the Cover page of this Agreement.

"One Off Move in Fee" a fee to cover the administrative cost incurred by the Operator facilitating You first signing-up and moving into Your Space.

"Operator" means either National Storage (Operations) Pty Ltd (ABN 65 095 053 179), Southern Cross Storage Operations Pty Ltd (ABN 66 152 503 163), BFNS Operations Pty Ltd (ABN 49 673 162 279) or National Storage Limited (NZBN 9429041658635) or any of their related entities as specified on the Cover page and its successors and assigns.

"Other Fee" means any of the fees specified from time to time in the fee schedule set out <https://nationalstorage.com.au/storage-fees/> including without limitation the Processing Fee.

"Premises" means the premises owned or controlled by the Operator, including the land, buildings, hardstand and any other structure on the land, at which Your Goods are located.

"Processing Fee" means the processing fee specified from time to time in the fee schedule set out <https://nationalstorage.com.au/storage-fees/>.

"Storage Fee" means the monthly Storage Fee set out in this Agreement or as notified from time to time by the Operator in accordance with this Agreement.

"You" and **"Your"** refers to the person (including a corporation or other entity such as a trust or trustee) named as the customer in this Agreement and their successors and assigns; and if there is more than one, it refers to each severally and any two or more jointly.

"Your Address" means the postal address or street address stated for You set out in this Agreement or last notified by You in writing to the Operator.

"Your Email" means the email address stated for You set out in this Agreement or last notified by You in writing to the Operator.

"Your Goods" means any item or thing which You bring onto the Premises or which is kept in Your Space.

"Your Space" means the storage unit(s) or other area(s) described in this Agreement or the storage unit(s) or other area(s) transferred to with the Operator's written consent during the Storage Period.

2. STORAGE

2.1 (License) The Operator grants You a licence to store Your Goods in Your Space on the terms and conditions set out in this Agreement for the Minimum Storage Period and after the Minimum Storage Period on a month to month basis until terminated by either party in accordance with this Agreement ("Storage Period").

2.2 (Change of Your Space) Events may occur or operational circumstances may lead the Operator to conclude that it is prudent or necessary, to have You move to a new space. If the Operator believes this is the case, the Operator may, at any time give you not less than one (1) months' notice requiring you to relocate or if relocation is not possible, terminating your storage agreement. The Operator will use reasonable endeavours to relocate You to a similar space at the Premises or an alternate Premises operated by the Operator.

2.3 (Space sizes) Space sizes are approximate. Your Space is not licenced by the square metre and the Storage Fee is not based on the square metre measurements. The Operator may provide information on space sizes to assist You, but ultimately, You are responsible for determining whether Your Space is appropriate and suitable for storing Your Goods, having specific consideration for the size, nature and condition of Your Space and Your Goods.

3. RISK and RESPONSIBILITY FOR YOUR GOODS

3.1 (Responsibility for Goods) At all times (including while Your Goods are in Your Space) Your Goods are: (a) in Your (and not the Operator's) possession and control and you are responsible for Your Goods and securing Your Space; (b) stored at Your risk and within Your (and not the Operator's) knowledge. By storing Your Goods in Your Space, You warrant that You are either the owner of, or in control of, Your Goods and/or are entitled at law to deal with Your Goods in accordance with all aspects of this Agreement.

3.2 (Operator's Knowledge and no Bailment) As You have possession of and control over Your Goods and You are responsible for securing Your Space, You acknowledge and agree that the Operator is not a bailee or warehouseman of Your Goods at any time nor does the Operator have possession of Your Goods at any time unless the Operator takes possession of Your Goods in accordance with this Agreement.

4. PAYMENT

4.1 (Commencement of Payments) You agree to pay the Operator the first payment of the Storage Fee and any Other Fee (if applicable) at the time of entering into this Agreement.

4.2 (Storage Fee Payments) On or before each Monthly Payment Date, You agree to pay the Operator in advance the Storage Fee for Your Space, together with any Other Fee that may be applicable pursuant to this Agreement. If this Agreement is terminated (and You are not in default) You may request a refund of the amount of any Storage Fees or Other Fees paid in advance for future whole months. This request must be made in accordance with the Operator's refund process. The Operator will deduct from the refund any other amounts the Operator is entitled to claim from You. If you are entitled to a refund, payment will be made within 10 Business Days of You completing Your refund request (including the provision of all required bank account details).

4.3 (Methods of Payments) Subject to clause 4.4, You must pay any amounts due by AutoPay or Direct Debit or any other method approved by the Operator from time to time. You acknowledge and agree that these payment methods are subject to the AutoPay Agreement and Direct Debit Services Agreement which form part of this Agreement as applicable. For the avoidance of doubt, the Operator does not accept payments by cash or cheque.

4.4 (Payment details) You are responsible for providing the Operator with the correct AutoPay or Direct Debit details. You will be liable for any loss or damage caused by Your failure to provide the Operator with correct AutoPay or Direct Debit payment details.

4.5 (Processing Fee) If any payment is dishonoured or cancelled, You must pay the Processing Fee.

4.6 (Change in Fees) At any time after the Minimum Storage Period, the Operator may increase the Storage Fee by giving You 14 days' prior notice. If the increase is not acceptable to You, You may terminate this Agreement with 7 days' notice in accordance with clause 8.1.

4.7 (Part Payment) Acceptance of a part payment of the Storage Fee or any Other Fee is not a waiver of any right the Operator may have under this Agreement.

5. ACCESS

5.1 (Access Hours) Subject to clauses 5.2 and 5.3, You may access Your Space during the access hours of the Premises displayed from time to time at the Premises or on the Operator's website, or as otherwise notified by the Operator from time to time ("Access Hours").

5.2 (Out of Hours Access) You may only access Your Space outside the Access Hours with the Operator's written consent which may be given or withheld at the Operator's sole discretion.

5.3 (Refusal of Access) The Operator may refuse You or any other person access to the Premises or Your Space if: (a) You have not complied with any of Your obligations under this Agreement; or (b) You or any other person do not produce identification and/or evidence satisfactory to the Operator to show You or the other person are entitled to access.

5.4 (Obligations During Refusal of Access) If You have been refused access to Your Space due to Your default under this Agreement, You must still comply with your obligations under this Agreement (including, without limitation, payment of the Storage Fee).

5.5 (Access by The Operator) The Operator may access or inspect Your Space and/or Your Goods (which may include opening Your Space and/or moving or disposing of Your Goods) (a) on giving You reasonable notice for maintenance or inspection purposes; (b) at any time for emergency purposes; (c) as requested or directed by law enforcement agencies; or (d) immediately (and without notice to You) if at any time the Operator considers it necessary because it believes Your Goods or any act or omission by You in connection with Your Space may cause harm to any person, property or the environment. If Your default causes the Operator to take any action under this clause, the Operator may claim any reasonable costs incurred by the Operator from You.

5.6 (Operator May View Your Space with Camera) You agree that in circumstances where the Operator reasonably suspects a breach of the law or potential for damage to the Premises or other customers goods, the Operator may at its discretion and without notice to You either open Your Space or use a camera or other viewing or recording device to view and/or record the inside of the Space. Any footage obtained may be relied upon by the Operator to take any action authorised under this Agreement, including terminating this Agreement and/or cooperating with enforcement agencies and other authorities without notice to You. The Operator may use photographs or videos of Your Goods or Your Space in any media or advertisements but will not show any personal information or identifying features of Your Goods or Your Space.

5.7 (Security) It is Your responsibility to secure Your Space. Whilst the Operator has installed various security measures in the Premises for the security of the overall area, the Operator is not guaranteeing Your Space as secure. You are storing Your Goods at the Premises at Your sole risk and it is Your responsibility to secure Your Space. As such, the Operator is not responsible for any unauthorised entry by any person to the Premises or Your Space.

5.8 (Alarm Fee) If You or someone gaining access as authorised by You trigger an alarm at the Premises then you will incur a fee to cover the Operator's costs associated with dealing with the alarm.

6. YOUR OBLIGATIONS

6.1 (Use of Your Space) You must only use Your Space for storage of Your Goods and no other business or activity.

6.2 (Securing Your Space) You are solely responsible for securing Your Space and where applicable You must ensure You comply with any other security policies or procedures for the Premises. You agree not to place a padlock or other locking device to your Space in the Operator's overlock position.

6.3 (Prohibited Goods) To prevent harm or damage, Your Goods must not include any item listed in the prohibited goods list displayed by the Operator from time to time on its website or at the Premises including without limitation any animal or any thing which is hazardous, illegal, stolen, inflammable (excluding alcoholic beverages), explosive, environmentally harmful, perishable or which in the reasonable opinion of the Operator may cause harm to any person, property or the environment. You must ensure Your Goods are free of food scraps (or other perishable substances) and are not damp when placed into storage.

6.4 (Irreplaceable Goods or Sentimental Goods) You must not store items which are irreplaceable or of sentimental value. You must not store any documents containing personal information (including sensitive information about You or third parties) or items such as currency, antiques, jewellery, furs, paintings, rugs, curios or works of art unless they are insured as a specified item on your policy of insurance.

6.5 (Cleaning and Maintenance) You must clean and maintain Your Space in good condition, order and repair (fair wear and tear excepted). If you fail to do this the Operator may do so at Your cost in accordance with the Other Fees.

6.6 (Alterations) You must not carry out any alterations to or mark, paint, nail, drill, alter or damage or attach any structure to any part of Your Space.

6.7 (Repair and Responsibility for Invitees) You must immediately notify the Operator of any damage caused to the Premises or Your Space by You or any of Your Associates. You are responsible for the damage and must reimburse the Operator on demand for the cost to the Operator of making good the damage. You acknowledge that you are responsible for the actions of Your Associates while they are at the Premises whether you attend the Premises with Your Associates or not.

6.8 (Insurance of Your Goods) You must keep Your Goods in Your Space insured. You are responsible for determining the replacement value of Your Goods and the appropriate amount of insurance You require, having regard to the Goods stored in Your Space.

6.9 (Nuisance) You must not cause any inconvenience or nuisance to any other person using the Premises. This includes ensuring that no Prohibited Goods are stored in Your Space in accordance with clause 6.3.

6.10 (Compliance with Laws) You must, at your cost, comply with all laws applying to Your Goods or the use of Your Space to store Your Goods.

6.11 (Change in Details) You must immediately update Your contact details or those of any Emergency Contact Person (ECP) by notifying the Operator in writing. Any online portal provided by the Operator to manage your account cannot be used to update any change of details.

6.12 (Communication and Dealing with Alternate Contact Person) If you provide the details of an ECP to the Operator, You warrant that you have the ECP's consent to disclose the ECP's details to us, and You acknowledge the Operator may discuss Your Space with the ECP in case of an emergency where the Operator has been unable to contact You. For the avoidance of doubt, the Operator is not obliged to, and will not in any circumstances, contact the ECP regarding termination of this Agreement, your failure to comply with any aspect of this Agreement or taking action on any right created by this Agreement.

7. LIABILITY AND RELEASE

7.1 (Release and Indemnity) In the event that You and/or Your Associates' acts or omissions result in any loss, damage, injury or death to any person, Your Space, Your Goods or any third party property (including the Operator's property), You: (a) release the Operator from any loss or compensation claim lodged by you or any third party; and (b) indemnify the Operator (and its employees, contractors and agents) against, any costs, expenses, loss, damages, claims, action or liability, caused or contributed to by: (i) Your Goods; (ii) You or Your Associates; (iii) Your use of Your Space by You or Your Associates. Further, the Operator may, at its election: (d) direct You to remedy such damage, including by paying compensation to it or any third party; and/or (e) repair such damage and charge you for any repairs. For the avoidance of doubt, the Operator is not released or indemnified from any loss or compensation claim lodged by You when the Operator intentionally or negligently caused that damage or loss.

7.2 (Assistance to Regulators, Agencies or Court Order) You acknowledge that the Operator may from time to time be required by the operation of law (including the common law, statute or the rules of a securities exchange) or court order to discuss, assist an investigation or action, or provide information relating to You or Your use of Your Space or Your Goods to a regulator, enforcement agency or other entity duly authorised by law to make such a request. Refer to the Privacy Policy which forms part of this Agreement for further information.

7.3 (Limitation of Liability) Subject to the Australian Consumer Law, any other applicable law, and the provisions of this clause 7, if it is determined that the Operator is liable to You, the Operator's liability is capped at the amount which is the greater of (a) the Storage Fees paid by You under this Agreement within 6 months of the date of the event giving rise to the liability; and (b) \$7,500.

8. TERMINATION

8.1 (Termination by Notice) Either You or the Operator may terminate this Agreement at any time after the Minimum Storage Period by giving not less than 7 days' written notice to the other.

8.2 (Termination on Default) If You fail to comply with any of Your obligations under this Agreement, the Operator may provide written notice of Your default (Default Notice). If You fail to remedy Your default within the period set out in the Default Notice (which must not be less than 7 days), this Agreement will immediately terminate on the date that is specified in the Default Notice.

8.3 (Summary Termination) In the event that any of Your activities or Your use of Your Space, is considered by the Operator to be illegal, environmentally harmful, harmful to other persons (including without limitation aggressive or abusive language or behaviour towards staff or customers), or causes nuisance or disturbance to other persons (including without limitation sleeping or loitering in Your Space or at the Premises), the Operator may terminate this Agreement immediately upon giving Notice.

8.4 (Your Obligation on Termination) On termination of this Agreement, You must immediately: (a) pay to the Operator any amounts which You owe to the Operator as at the date of termination; (b) remove Your Goods from Your Space; and (c) clean and remove all rubbish from and make good any damage caused by You or Your Goods to Your Space. If you fail to do this the Operator may do so at Your cost.

8.5 (Damage or Destruction) If Your Space is destroyed or damaged from any cause other than by an act or omission of the parties so as to render Your Space unfit for storage of Your Goods, the Operator or You may at any time give notice in writing terminating this Agreement and thereupon this Agreement shall be deemed to have terminated at the date of the destruction or damage.

8.6 (Multiple Spaces) In the event that You have more than one Space with the Operator, default on either space authorises the Operator to take default action against all of Your Spaces (including without limitation refusing access to Your Space(s) and/or the Premises under clause 5.3).

8.7 (Re-develop the Premises) The Operator or owner of the Premises may determine as part of the business of operating or owning the Premises, that it wishes to re-develop the Premises. In these circumstances, the Operator must give You not less than one months' notice of termination of this Agreement. The Operator will use reasonable endeavours to find You a similar space at the Premises or an alternate Premises operated by the Operator.

9. ABANDONED GOODS

9.1 (Abandonment of Goods) If at any time You fail to: (a) pay the Operator any amount due and owing by You for a period of 42 days or more; or (b) remove Your Goods when required under this Agreement, Your Goods will be taken to be "Abandoned Goods" and the Operator may, without further notice, take possession of and deal with Your Goods as Abandoned Goods under clause 9.2.

9.2 (Dealing with Abandoned Goods) In the event that Your Goods become Abandoned Goods for the purposes of this Agreement, the Operator may without being obliged to do so arrange the disposal, alternative storage or sale of any or all of the Abandoned Goods, on such terms as the Operator decides are reasonable. Any reasonable costs incurred by the Operator in dealing with the Abandoned Goods under this clause will be a debt due and payable by You. The Operator will endeavour to pay You the amount received by it from the sale of the Abandoned Goods less any amounts You owe the Operator no later than 30 days after the Operator receives confirmation of Your bank account details.

9.3 (Grant of Lien Over Goods) The Operator claims and You grant a contractual lien over Your Goods in the event any moneys are owing under this Agreement. For the purposes of the Personal Property Securities Act 2009 (Cth) (PPSA), the Operator is deemed to be in possession of the Abandoned Goods from the moment the Operator accesses Your Space. You consent to and authorises the sale or disposal of all the Abandoned Goods regardless of their nature or value. Any notice given by the Operator under this clause 9 will be taken as notice for the purposes of section 130 of the PPSA.

10. NOTICES

10.1 (Service of Notices) Where You have consented to receiving notice by email, all notices required under this Agreement will be emailed to You at Your Email. Alternatively, notice will be given in writing and posted to Your Address. Notice is deemed to have been given to You by the Operator if it has sent notices to Your Email or Your Address.

10.2 (Deemed Notice) Any notice given under this Agreement is deemed to have been given the day it is emailed or the day after the notice has been posted. Notice is deemed to be given, notwithstanding that Operator received a failed email delivery notice or the physical mail is returned to the Operator as unable to be delivered.

11. GENERAL PROVISIONS

11.1 (Assignment) You must not assign, sub-licence or otherwise deal with Your rights or obligations under this Agreement without the written consent of the Operator.

11.2 (Applicable Law) The law of the State or Territory of Australia or New Zealand within which the Premises is located applies to this Agreement.

11.3 (Variations) Any variation of this Agreement is only effective if it is in writing and signed (physically or electronically) by all parties. No oral statement made by either party shall form part of this Agreement.

11.4 (Waivers) A party shall not be taken to have waived a right under or in connection with this Agreement unless the party expressly does so in writing. A waiver of any right or obligation at any time shall not be taken as a waiver of the right when it arises at any other time or a waiver of any other right.

11.5 (Stamp Duty & GST) You must on demand pay and indemnify the Operator for any stamp duty, goods and services tax or similar tax or liability imposed in connection with this Agreement or any supply under it.

11.6 (Severance) If any provision of this Agreement is legally unenforceable or made inapplicable, it shall be severed or read down, but so as to maintain (as far as possible) all other terms of this Agreement.

11.7 (Continuing Liability) Your liability for outstanding money, property damage, personal injury, environmental damage and legal responsibility under this Agreement continues to run beyond the termination of this Agreement.

11.8 (Entire Agreement) This Agreement and the Privacy Policy on the Operator's website constitutes the entire agreement between You and the Operator for matters referred to in it. The parties agree that any prior arrangements, agreements, representations or undertakings are superseded by this Agreement.

11.9 (Cost) You are responsible to pay any reasonable costs incurred by the Operator in enforcing this Agreement in any way.

11.10 (Dispute Resolution) The parties must endeavour to settle any dispute with one another before either party institutes any proceedings of any kind against the other.

AUTOPAY AGREEMENT

“**AutoPay**” means a recurring payment in which National Storage will charge your nominated debit or credit card (“card”).

This AutoPay Agreement (“Agreement”) outlines our commitment to you as a customer that has set up a AutoPay with National Storage (Operations) Pty Ltd (ABN 65 095 053 179) (AusPayNet 69083), as applicable, (referred to as “National Storage” throughout this Agreement) and your rights and responsibilities while the AutoPay remains in place.

This Agreement applies to you where you have signed up for a storage agreement, terms of which require you to pay your storage fees by AutoPay. This Agreement supersedes any prior payment arrangements you have entered into with us for these products. However, it does not affect or supersede any prior payment arrangements you have entered into with us for other storage or ancillary fees.

YOUR AUTHORISATION

You authorise:

- A. National Storage to arrange for funds to be credited or debited:
 - i. From your nominated card (the details of which you provided to us as part of the sign-up process on our website, at a storage facility or over the phone through our Call Centre); and
 - ii. For an amount that is determined in accordance with the storage agreement (including but not limited to any change in the charges for goods and services provided), which National Storage may debit or charge you through the Bulk Electronic Clearing System (BECS) until further notice in writing.
- B. National Storage to verify the details of your nominated card with your financial institution.
- C. Your financial institution to release information allowing National Storage to verify your nominated card.

This authorisation is to remain in force in accordance with the terms described in this Agreement. You acknowledge that any card issued to you in renewal or replacement of your existing card will be part of this Agreement.

OUR PROCESS

We may change or cancel this Agreement. We will provide you with at least 14 days prior written notice if we change any terms of this Agreement. We may also cancel your AutoPay without further notice if we are unsuccessful in debiting your card for one or more consecutive storage fee invoices.

We will keep all information about your nominated card private and confidential in accordance with our privacy policy (available on our website) and will only to be disclosed at your request or that of your financial institution in connection with a claim made about an alleged incorrect or wrongful debit.

We will deduct payment, to a maximum of the amount due on your account at the due date of your AutoPay or unless otherwise agreed with you. Where the AutoPay due date falls on a non-working day or a national public holiday, we will deduct the payment amount on the next business day.

If you have an amount outstanding on your account on the date the AutoPay starts, we will deduct that amount on or after that date, which may be before the first due date of your AutoPay, unless otherwise agreed with you.

We will stop your AutoPay in respect of your relevant product:

- After your final bill has been paid if you stop being our customer; or
- If we stop providing you storage services and your account has been paid in full.

YOUR RIGHTS AND OBLIGATIONS

You must:

- Make sure that your card details supplied to us are correct by checking it against a recent statement from your financial institution or, if uncertain, directly with your financial institution;
- The card nominated by you can accept AutoPay;
- The bank account nominated by you can accept AutoPay through the BECS. AutoPay through BECS is not available on all Financial Institution accounts;
- Sufficient funds are available in the nominated card to meet a payment on its due date; and
- You must provide us with at least 10 business days before your next AutoPay due date to notify us of any change you wish to make to your card or personal details.

You may stop a single AutoPay payment by notifying us at least 10 business days before your next AutoPay due date.

Your AutoPay automatically terminates on the termination date of your storage agreement. If this Agreement is terminated (whether by you, us or your financial institution) you must pay all amounts due on your account on the due dates for those amounts using a suitable alternate payment method. Contact us to find other available payment methods.

FEES AND CHARGES

We will notify you of any return unpaid transactions and any applicable fee (plus GST) will be added to your account.

If your nominated card has insufficient funds to cover a payment you are responsible for any costs we incur as a consequence of covering payment.

If you have any enquiries regarding changes, cancellations, or require payment assistance, you can contact us on 1300 288 196 (AUS) or 0800 541 055 (NZ). If you would like to raise a dispute, please email us at: info@nationalstorage.com.au.